

SENATE BILL NO. 314—SENATORS MATHEWS; AMODEI,  
HORSFORD, LEE, TOWNSEND AND WIENER

MARCH 16, 2009

JOINT SPONSORS: ASSEMBLYMEN HARDY; ANDERSON,  
CARPENTER, GRADY AND OHRENSCHALL

Referred to Committee on Judiciary

SUMMARY—Adopts the Uniform Power of Attorney Act.  
(BDR 13-183)

FISCAL NOTE: Effect on Local Government: No.  
Effect on the State: No.

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EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ***omitted material*** is material to be omitted.

AN ACT relating to powers of attorney; adopting the Uniform  
Power of Attorney Act; and providing other matters  
properly relating thereto.

**Legislative Counsel's Digest:**

Existing law provides for the use of powers of attorney for various purposes, including for conveyances of property and for making decisions relating to health care. (NRS 111.450, 111.460, 111.470, 449.800-449.860) This bill repeals those existing provisions of law relating to powers of attorney and enacts the Uniform Power of Attorney Act, which was promulgated by the National Conference of Commissioners on Uniform State Laws in 2006.

Pursuant to the Act, a power of attorney may grant authority to an agent to act for a principal in a variety of matters relating to finance, real property, tangible personal property, stocks and bonds, banks and other financial institutions, business operations, insurance and annuities, estates, trusts and other beneficial interests, claims and litigation, personal and family maintenance, benefits from governmental programs or civil or military service, taxes and gifts. According to the National Conference of Commissioners on Uniform State Laws, the Uniform Act is intended to: (1) preserve the effectiveness of a durable power of attorney as a low-cost, flexible and private form of surrogate decision-making; (2) include mandatory safeguards for the protection of the principal, the agent and persons who are asked to rely on the agent's authority; (3) modernize the various areas of authority that may be granted to an agent and require authorization by the principal in express language where certain authority could dissipate the principal's property or alter the principal's estate plan; (4) establish an optional statutory form; (5) offer more clear



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guidelines for an agent to follow; (6) provide ways for the agent to give notice of resignation if the principal is incapacitated; (7) encourage acceptance of a power of attorney by third parties; and (8) enhance the usefulness of a durable power of attorney, while at the same time protecting the principal, the agent and those who deal with the agent.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** Title 13 of NRS is hereby amended by adding thereto a new chapter to consist of the provisions set forth as sections 2 to 75, inclusive, of this act.

**Sec. 2.** *As used in this chapter, unless the context otherwise requires, the words and terms defined in sections 3 to 17, inclusive, of this act have the meanings ascribed to them in those sections.*

**Sec. 3.** *“Acknowledged” means purportedly verified before a notary public or other individual authorized to take acknowledgments.*

**Sec. 4.** *“Agent” means a person granted authority to act for a principal under a power of attorney, whether denominated an agent, attorney-in-fact or otherwise. The term includes an original agent, co-agent, successor agent and a person to which an agent’s authority is delegated.*

**Sec. 5.** *“Durable,” with respect to a power of attorney, means not terminated by the principal’s incapacity.*

**Sec. 6.** *“Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.*

**Sec. 7.** *“Good faith” means honesty in fact.*

**Sec. 8.** *“Incapacity” means the inability of an individual to manage property or business affairs because the individual:*

*1. Has an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance; or*

*2. Is:*

*(a) Missing;*

*(b) Detained, including incarcerated in a penal system; or*

*(c) Outside the United States and unable to return.*

**Sec. 9.** *“Person” means an individual, corporation, business trust, estate, trust, partnership, limited-liability company, association, joint venture, public corporation, government or governmental subdivision, agency or instrumentality, or any other legal or commercial entity.*



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1     **Sec. 10.** *“Power of attorney” means a writing or other record*  
2 *that grants authority to an agent to act in the place of the*  
3 *principal, whether or not the term “power of attorney” is used.*

4     **Sec. 11.** *“Presently exercisable general power of*  
5 *appointment,” with respect to property or a property interest*  
6 *subject to a power of appointment, means power exercisable at the*  
7 *time in question to vest absolute ownership in the principal*  
8 *individually, the principal’s estate, the principal’s creditors or the*  
9 *creditors of the principal’s estate. The term includes a power of*  
10 *appointment not exercisable until the occurrence of a specified*  
11 *event, the satisfaction of an ascertainable standard, or the passage*  
12 *of a specified period only after the occurrence of the specified*  
13 *event, the satisfaction of the ascertainable standard or the passage*  
14 *of the specified period. The term does not include a power*  
15 *exercisable in a fiduciary capacity or only by will.*

16     **Sec. 12.** *“Principal” means an individual who grants*  
17 *authority to an agent in a power of attorney.*

18     **Sec. 13.** *“Property” means anything that may be the subject*  
19 *of ownership, whether real or personal, or legal or equitable, or*  
20 *any interest or right therein.*

21     **Sec. 14.** *“Record” means information which is inscribed on*  
22 *a tangible medium or which is stored in an electronic or other*  
23 *medium and is retrievable in perceivable form.*

24     **Sec. 15.** *“Sign” means, with present intent to authenticate or*  
25 *adopt a record:*

- 26     1. *To execute or adopt a tangible symbol; or*  
27     2. *To attach to or logically associate with the record an*  
28 *electronic sound, symbol or process.*

29     **Sec. 16.** *“State” means a state of the United States, the*  
30 *District of Columbia, Puerto Rico, the United States Virgin*  
31 *Islands, or any territory or insular possession subject to the*  
32 *jurisdiction of the United States.*

33     **Sec. 17.** *“Stocks and bonds” means stocks, bonds, mutual*  
34 *funds, and all other types of securities and financial instruments,*  
35 *whether held directly or indirectly, or in any other manner. The*  
36 *term does not include commodity futures contracts and call or put*  
37 *options on stocks or stock indexes.*

38     **Sec. 18.** *Sections 18 to 56, inclusive, of this act apply to all*  
39 *powers of attorney except:*

- 40     1. *A power to the extent it is coupled with an interest in the*  
41 *subject of the power, including a power given to or for the benefit*  
42 *of a creditor in connection with a credit transaction;*  
43     2. *A power to make health care decisions;*  
44     3. *A proxy or other delegation to exercise voting rights or*  
45 *management rights with respect to an entity; and*



1     4. A power created on a form prescribed by a government or  
2     a governmental subdivision, agency or instrumentality for a  
3     governmental purpose.

4     **Sec. 19.** A power of attorney created under this chapter is  
5     durable unless it expressly provides that it is terminated by the  
6     incapacity of the principal.

7     **Sec. 20.** 1. A power of attorney must be signed by the  
8     principal or, in the principal's conscious presence, by another  
9     individual directed by the principal to sign the principal's name on  
10    the power of attorney. A signature on a power of attorney is  
11    presumed to be genuine if the principal acknowledges the  
12    signature before a notary public or other individual authorized by  
13    law to take acknowledgments.

14    2. If the principal resides in a hospital, assisted living facility  
15    or facility for skilled nursing at the time of execution of the power  
16    of attorney, a certification of competency of the principal from a  
17    physician, psychologist or psychiatrist must be attached to the  
18    power of attorney.

19    3. As used in this section:

20    (a) "Assisted living facility" has the meaning ascribed to it in  
21    NRS 422.2708.

22    (b) "Facility for skilled nursing" has the meaning ascribed to  
23    it in NRS 449.0039.

24    (c) "Hospital" has the meaning ascribed to it in NRS 449.012.

25    **Sec. 21.** 1. A power of attorney executed in this State on or  
26    after October 1, 2009, is valid if its execution complies with section  
27    20 of this act.

28    2. A power of attorney executed in this State before  
29    October 1, 2009, is valid if its execution complied with the law of  
30    this State as it existed at the time of execution.

31    3. A power of attorney executed other than in this State is  
32    valid in this State if, when the power of attorney was executed, the  
33    execution complied with:

34    (a) The law of the jurisdiction that determines the meaning  
35    and effect of the power of attorney pursuant to section 22 of this  
36    act; or

37    (b) The requirements for a military power of attorney pursuant  
38    to 10 U.S.C. § 1044b.

39    4. Except as otherwise provided by specific statute other than  
40    the provisions of this chapter, a photocopy or electronically  
41    transmitted copy of an original power of attorney has the same  
42    effect as the original power of attorney. An agent shall furnish an  
43    affidavit to a third party on demand stating that the instrument  
44    relied on is a true copy of the power of attorney and that, to the



1 *best of the agent's knowledge, the principal is alive and the*  
2 *relevant powers of the agent have not been altered or terminated.*

3 **Sec. 22.** *The meaning and effect of a power of attorney is*  
4 *determined by the law of the jurisdiction indicated in the power of*  
5 *attorney and, in the absence of an indication of jurisdiction, by the*  
6 *law of the jurisdiction in which the power of attorney was*  
7 *executed.*

8 **Sec. 23.** 1. *In a power of attorney, a principal may*  
9 *nominate a guardian of the principal's estate for consideration by*  
10 *the court if guardianship proceedings for the principal's estate or*  
11 *person are begun after the principal executes the power of*  
12 *attorney.*

13 2. *If, after a principal executes a power of attorney, a court*  
14 *appoints a guardian of the principal's estate, the power of attorney*  
15 *is terminated.*

16 **Sec. 24.** 1. *A power of attorney is effective when executed*  
17 *unless the principal provides in the power of attorney that it*  
18 *becomes effective at a future date or upon the occurrence of a*  
19 *future event or contingency.*

20 2. *If a power of attorney becomes effective upon the*  
21 *occurrence of a future event or contingency, the principal, in the*  
22 *power of attorney, may authorize one or more persons to*  
23 *determine in a writing or other record that the event or*  
24 *contingency has occurred.*

25 3. *If a power of attorney becomes effective upon the*  
26 *principal's incapacity and the principal has not authorized a*  
27 *person to determine whether the principal is incapacitated, or the*  
28 *person authorized is unable or unwilling to make the*  
29 *determination, the power of attorney becomes effective upon a*  
30 *determination in a writing or other record by a physician,*  
31 *psychiatrist or licensed psychologist that the principal is*  
32 *incapacitated.*

33 4. *A person authorized by the principal in the power of*  
34 *attorney to determine that the principal is incapacitated may act as*  
35 *the principal's personal representative pursuant to the Health*  
36 *Insurance Portability and Accountability Act of 1996, Public Law*  
37 *104-191, as amended, and applicable regulations, to obtain a*  
38 *determination of incapacity.*

39 **Sec. 25.** 1. *A power of attorney terminates when:*

40 (a) *The principal dies;*

41 (b) *The principal becomes incapacitated, if the power of*  
42 *attorney is not durable;*

43 (c) *The principal revokes the power of attorney;*

44 (d) *The power of attorney provides that it terminates;*



1 (e) *The limited purpose of the power of attorney is*  
2 *accomplished; or*

3 (f) *The principal revokes the agent's authority or the agent*  
4 *dies, becomes incapacitated or resigns, and the power of attorney*  
5 *does not provide for another agent to act under the power of*  
6 *attorney.*

7 2. *An agent's authority terminates when:*

8 (a) *The principal revokes the authority;*

9 (b) *The agent dies, becomes incapacitated or resigns;*

10 (c) *An action is filed for the dissolution or annulment of the*  
11 *agent's marriage to the principal or their legal separation, unless*  
12 *the power of attorney otherwise provides; or*

13 (d) *The power of attorney terminates.*

14 3. *Unless the power of attorney otherwise provides, an*  
15 *agent's authority is exercisable until the authority terminates*  
16 *under subsection 2, notwithstanding a lapse of time since the*  
17 *execution of the power of attorney.*

18 4. *Termination of an agent's authority or of a power of*  
19 *attorney is not effective as to the agent or another person that,*  
20 *without actual knowledge of the termination, acts in good faith*  
21 *under the power of attorney. An act so performed, unless*  
22 *otherwise invalid or unenforceable, binds the principal and the*  
23 *principal's successors in interest.*

24 5. *Incapacity of the principal of a power of attorney that is*  
25 *not durable does not revoke or terminate the power of attorney as*  
26 *to an agent or other person that, without actual knowledge of the*  
27 *incapacity, acts in good faith under the power of attorney. An act*  
28 *so performed, unless otherwise invalid or unenforceable, binds the*  
29 *principal and the principal's successors in interest.*

30 6. *The execution of a power of attorney does not revoke a*  
31 *power of attorney previously executed by the principal unless the*  
32 *subsequent power of attorney provides that the previous power of*  
33 *attorney is revoked or that all other powers of attorney are*  
34 *revoked.*

35 **Sec. 26.** 1. *A principal may designate two or more persons*  
36 *to act as co-agents. Unless the power of attorney otherwise*  
37 *provides, each co-agent may exercise its authority independently.*

38 2. *A principal may designate one or more successor agents to*  
39 *act if an agent resigns, dies, becomes incapacitated, is not*  
40 *qualified to serve or declines to serve. A principal may grant*  
41 *authority to designate one or more successor agents to an agent or*  
42 *other person designated by name, office or function. Unless the*  
43 *power of attorney otherwise provides, a successor agent:*

44 (a) *Has the same authority as that granted to the original*  
45 *agent; and*



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(b) May not act until all predecessor agents have resigned, died, become incapacitated, are no longer qualified to serve or have declined to serve.

3. Except as otherwise provided in subsection 4 and in the power of attorney, an agent that does not participate in or conceal a breach of fiduciary duty committed by another agent, including a predecessor agent, is not liable for the actions of the other agent.

4. An agent that has actual knowledge of a breach or imminent breach of fiduciary duty by another agent shall notify the principal and, if the principal is incapacitated, take any action reasonably appropriate in the circumstances to safeguard the principal's best interest. An agent that fails to notify the principal or take action as required by this subsection is liable for the reasonably foreseeable damages that could have been avoided if the agent had notified the principal or taken such action.

**Sec. 27.** Unless the power of attorney otherwise provides, an agent is entitled to reimbursement of expenses reasonably incurred on behalf of the principal.

**Sec. 28.** Except as otherwise provided in the power of attorney, a person accepts appointment as an agent under a power of attorney by exercising authority or performing duties as an agent or by any other assertion or conduct indicating acceptance.

**Sec. 29. 1.** Notwithstanding provisions in the power of attorney, an agent that has accepted appointment shall:

(a) Act in accordance with the principal's reasonable expectations to the extent actually known by the agent and, otherwise, in the principal's best interest;

(b) Act in good faith; and

(c) Act only within the scope of authority granted in the power of attorney.

2. Except as otherwise provided in the power of attorney, an agent that has accepted appointment shall:

(a) Act loyally for the principal's benefit;

(b) Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;

(c) Act with the care, competence and diligence ordinarily exercised by agents in similar circumstances;

(d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;

(e) Cooperate with a person that has authority to make health care decisions for the principal; and

(f) Attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based on all relevant factors, including:





- (1) *The value and nature of the principal's property;*
- (2) *The principal's foreseeable obligations and need for maintenance;*
- (3) *Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and*
- (4) *Eligibility for a benefit, a program or assistance under a statute or regulation.*

3. *An agent that acts in good faith is not liable to any beneficiary of the principal's estate plan for failure to preserve the plan.*

4. *An agent that acts with care, competence and diligence for the best interest of the principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.*

5. *If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise must be considered in determining whether the agent has acted with care, competence and diligence under the circumstances.*

6. *Absent a breach of duty to the principal, an agent is not liable if the value of the principal's property declines.*

7. *An agent that exercises authority to delegate to another person the authority granted by the principal or that engages another person on behalf of the principal is not liable for an act, error of judgment or default of that person if the agent exercises care, competence and diligence in selecting and monitoring the person.*

8. *Except as otherwise provided in the power of attorney, an agent is not required to disclose receipts, disbursements or transactions conducted on behalf of the principal unless ordered by a court, or requested by the principal, a guardian or other fiduciary acting for the principal, a governmental agency having authority to protect the welfare of the principal or, upon the death of the principal, by the personal representative or successor in interest of the principal's estate. If so requested, within 30 days the agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.*

**Sec. 30.** *A provision in a power of attorney relieving an agent of liability for breach of duty is binding on the principal and the principal's successors in interest, except to the extent the provision:*

1. *Relieves the agent of liability for breach of duty committed dishonestly, with an improper motive or with reckless indifference*





1 *to the purposes of the power of attorney or the best interest of the*  
2 *principal; or*

3 2. *Was inserted as a result of an abuse of a confidential or*  
4 *fiduciary relationship with the principal.*

5 **Sec. 31.** 1. *The following persons may petition a court to*  
6 *construe a power of attorney or review the agent's conduct, and*  
7 *grant appropriate relief:*

8 (a) *The principal or the agent;*

9 (b) *A guardian or other fiduciary acting for the principal;*

10 (c) *A person authorized to make health care decisions for the*  
11 *principal;*

12 (d) *The principal's spouse, parent or descendant;*

13 (e) *An individual who would qualify as a presumptive heir of*  
14 *the principal;*

15 (f) *A person named as a beneficiary to receive any property,*  
16 *benefit or contractual right on the principal's death or as a*  
17 *beneficiary of a trust created by or for the principal that has a*  
18 *financial interest in the principal's estate;*

19 (g) *A governmental agency having regulatory authority to*  
20 *protect the welfare of the principal;*

21 (h) *A person asked to accept the power of attorney; or*

22 (i) *The principal's caregiver or another person who*  
23 *demonstrates sufficient interest in the principal's welfare.*

24 2. *Upon motion by the principal, the court shall dismiss a*  
25 *petition filed under this section, unless:*

26 (a) *The court finds that the principal lacks capacity to revoke*  
27 *the agent's authority or the power of attorney; or*

28 (b) *A governmental agency has asserted abuse by the agent*  
29 *regarding the agent's actions under the power of attorney.*

30 **Sec. 32.** *An agent that violates this chapter is liable to the*  
31 *principal or the principal's successors in interest for the amount*  
32 *required to:*

33 1. *Restore the value of the principal's property to what it*  
34 *would have been had the violation not occurred; and*

35 2. *Reimburse the principal or the principal's successors in*  
36 *interest for the attorney's fees and costs paid on the agent's*  
37 *behalf.*

38 **Sec. 33.** *Unless the power of attorney provides a different*  
39 *method for an agent's resignation, an agent may resign by giving*  
40 *notice to the principal and, if the principal is incapacitated:*

41 1. *To a co-agent or successor agent; or*

42 2. *If there is no person described in subsection 1, to:*

43 (a) *The principal's spouse, parent or descendant;*

44 (b) *The principal's caregiver;*



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1 (c) Another person reasonably believed by the agent to have  
2 sufficient interest in the principal's welfare; or

3 (d) A governmental agency having authority to protect the  
4 welfare of the principal.

5 **Sec. 34.** 1. A person that in good faith accepts an  
6 acknowledged power of attorney without actual knowledge that the  
7 signature is not genuine may rely upon the presumption under  
8 section 20 of this act that the signature is genuine.

9 2. A person that in good faith accepts an acknowledged  
10 power of attorney without actual knowledge that the power of  
11 attorney is void, invalid or terminated, that the purported agent's  
12 authority is void, invalid or terminated, or that the agent is  
13 exceeding or improperly exercising the agent's authority may rely  
14 upon the power of attorney as if the power of attorney were  
15 genuine, valid and still in effect, the agent's authority were  
16 genuine, valid and still in effect, and the agent had not exceeded  
17 and had properly exercised the authority.

18 3. A person that is asked to accept an acknowledged power of  
19 attorney may request, and rely upon, without further investigation:

20 (a) An agent's certification under penalty of perjury of any  
21 factual matter concerning the principal, agent or power of  
22 attorney;

23 (b) An English translation of the power of attorney if the  
24 power of attorney contains, in whole or in part, language other  
25 than English; and

26 (c) An opinion of counsel as to any matter of law concerning  
27 the power of attorney if the person making the request provides in  
28 a writing or other record the reason for the request.

29 4. An English translation or an opinion of counsel requested  
30 under this section must be provided at the principal's expense  
31 unless the request is made more than 10 business days after the  
32 power of attorney is presented for acceptance. If the request is  
33 made more than 10 business days after presentation of the power  
34 of attorney, the party requesting the translation shall pay for the  
35 translation.

36 5. For purposes of this section, a person that conducts  
37 activities through employees is without actual knowledge of a fact  
38 relating to a power of attorney, a principal or an agent if the  
39 employee conducting the transaction involving the power of  
40 attorney is without actual knowledge of the fact.

41 **Sec. 35.** 1. Except as otherwise provided in subsection 2:

42 (a) A person shall either accept an acknowledged power of  
43 attorney, or request a certification, a translation or an opinion of  
44 counsel pursuant to section 34 of this act, not later than 10



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1 *business days after presentation of the power of attorney for*  
2 *acceptance;*

3 (b) *If a person requests a certification, a translation or an*  
4 *opinion of counsel pursuant to section 34 of this act, the person*  
5 *shall accept the power of attorney not later than 5 business days*  
6 *after receipt of the certification, translation or opinion of counsel;*  
7 *and*

8 (c) *A person may not require an additional or different form of*  
9 *power of attorney for authority granted in the power of attorney*  
10 *presented.*

11 2. *A person is not required to accept an acknowledged power*  
12 *of attorney if:*

13 (a) *The person is not otherwise required to engage in a*  
14 *transaction with the principal in the same circumstances;*

15 (b) *Engaging in a transaction with the agent or the principal*  
16 *in the same circumstances would be inconsistent with federal law;*

17 (c) *The person has actual knowledge of the termination of the*  
18 *agent's authority or of the power of attorney before exercise of the*  
19 *power;*

20 (d) *A request for a certification, a translation or an opinion of*  
21 *counsel pursuant to section 34 of this act is refused;*

22 (e) *The person in good faith believes that the power is not valid*  
23 *or that the agent does not have the authority to perform the act*  
24 *requested, whether or not a certification, a translation or an*  
25 *opinion of counsel has been requested or provided pursuant to*  
26 *section 34 of this act; or*

27 (f) *The person makes, or has actual knowledge that another*  
28 *person has made, a report pursuant to NRS 200.5093 stating a*  
29 *good faith belief that the principal may be subject to abuse,*  
30 *neglect, exploitation or isolation by the agent or a person acting*  
31 *for or with the agent.*

32 3. *A person that refuses in violation of this section to accept*  
33 *an acknowledged power of attorney is subject to:*

34 (a) *A court order mandating acceptance of the power of*  
35 *attorney; and*

36 (b) *Liability for reasonable attorney's fees and costs incurred*  
37 *in any action or proceeding that confirms the validity of the power*  
38 *of attorney or mandates acceptance of the power of attorney.*

39 **Sec. 36.** *Unless displaced by a provision of this chapter, the*  
40 *principles of law and equity supplement this chapter.*

41 **Sec. 37.** *This chapter does not supersede any other law*  
42 *applicable to financial institutions or other entities, and the other*  
43 *law controls if inconsistent with this chapter.*



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1     **Sec. 38.** *The remedies under this chapter are not exclusive*  
2 *and do not abrogate any right or remedy under the laws of this*  
3 *State other than this chapter.*

4     **Sec. 39.** *1. An agent under a power of attorney may do the*  
5 *following on behalf of the principal or with the principal's*  
6 *property only if the power of attorney expressly grants the agent*  
7 *the authority and exercise of the authority is not otherwise*  
8 *prohibited by another agreement or instrument to which the*  
9 *authority or property is subject:*

- 10     (i) *Create, amend, revoke or terminate an inter vivos trust;*  
11     (ii) *Make a gift;*  
12     (iii) *Create or change rights of survivorship;*  
13     (iv) *Create or change a beneficiary designation;*  
14     (v) *Delegate authority granted under the power of attorney;*  
15     (vi) *Waive the principal's right to be a beneficiary of a joint and*  
16 *survivor annuity, including a survivor benefit under a retirement*  
17 *plan;*  
18     (vii) *Exercise fiduciary powers that the principal has authority*  
19 *to delegate; or*  
20     (viii) *Disclaim property, including a power of appointment.*

21     **2.** *Notwithstanding a grant of authority to do an act described*  
22 *in subsection 1, unless the power of attorney otherwise provides,*  
23 *an agent that is not a spouse of the principal may not exercise*  
24 *authority under a power of attorney to create in the agent, or in an*  
25 *individual to whom the agent owes a legal obligation of support,*  
26 *an interest in the principal's property, whether by gift, right of*  
27 *survivorship, beneficiary designation, disclaimer or otherwise.*

28     **Sec. 40.** *1. Except as otherwise provided in section 39 of*  
29 *this act, if a power of attorney grants to an agent authority to do*  
30 *all acts that a principal could do or refers to general authority or*  
31 *cites a section of this chapter in which the authority is described,*  
32 *the agent has the general authority described in this chapter.*

33     **2.** *A reference in a power of attorney to any part of a section*  
34 *in this chapter incorporates the entire section as if it were set out*  
35 *in full in the power of attorney.*

36     **3.** *A principal may modify authority incorporated by*  
37 *reference.*

38     **4.** *Except as otherwise provided in section 39 of this act, if the*  
39 *subjects over which authority is granted in a power of attorney are*  
40 *similar or overlap, the broadest authority controls.*

41     **5.** *Authority granted in a power of attorney is exercisable*  
42 *with respect to property that the principal has when the power of*  
43 *attorney is executed or acquires later, whether or not the property*  
44 *is located in this State and whether or not the authority is*  
45 *exercised or the power of attorney is executed in this State.*



1       6. An act performed by an agent pursuant to a power of  
2 attorney has the same effect and inures to the benefit of and binds  
3 the principal and the principal's successors in interest as if the  
4 principal had performed the act.

5       **Sec. 41.** Except as otherwise provided in the power of  
6 attorney, by executing a power of attorney that incorporates by  
7 reference a subject described in this chapter or that grants to an  
8 agent authority to do all acts that a principal could do pursuant to  
9 this chapter, a principal authorizes the agent to:

10      1. Demand, receive and obtain, by litigation or otherwise,  
11 money or another thing of value to which the principal is, may  
12 become or claims to be entitled, and conserve, invest, disburse or  
13 use anything so received or obtained for the purposes intended;

14      2. Contract in any manner with any person, on terms  
15 agreeable to the agent, to accomplish a purpose of a transaction  
16 and perform, rescind, cancel, terminate, reform, restate, release or  
17 modify the contract or another contract made by or on behalf of  
18 the principal;

19      3. Execute, acknowledge, seal, deliver, file or record any  
20 instrument or communication the agent considers desirable to  
21 accomplish a purpose of a transaction, including creating at any  
22 time a schedule listing some or all of the principal's property and  
23 attaching it to the power of attorney;

24      4. Initiate, participate in, submit to alternative dispute  
25 resolution, settle, oppose, propose or accept a compromise with  
26 respect to a claim existing in favor of or against the principal or  
27 intervene in litigation relating to the claim;

28      5. Seek on the principal's behalf the assistance of a court or  
29 other governmental agency to carry out an act authorized in the  
30 power of attorney;

31      6. Engage, compensate and discharge an attorney,  
32 accountant, discretionary investment manager, expert witness or  
33 other advisor;

34      7. Prepare, execute and file a record, report or other  
35 document to safeguard or promote the principal's interest under a  
36 statute or regulation;

37      8. Communicate with any representative or employee of a  
38 government or governmental subdivision, agency or  
39 instrumentality on behalf of the principal;

40      9. Access communications intended for, and communicate on  
41 behalf of, the principal, whether by mail, electronic transmission,  
42 telephone or other means; and

43      10. Do any lawful act with respect to the subject and all  
44 property related to the subject.



**Sec. 42. 1. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes:**

**(a) The agent to demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;**

**(b) The agent to:**

**(1) Sell;**  
**(2) Exchange;**  
**(3) Convey with or without covenants, representations or warranties;**

**(4) Quitclaim;**  
**(5) Release;**  
**(6) Surrender;**  
**(7) Retain title for security;**  
**(8) Encumber;**  
**(9) Partition;**  
**(10) Consent to partitioning;**  
**(11) Subject to an easement or covenant;**  
**(12) Subdivide;**  
**(13) Apply for zoning or other governmental permits;**  
**(14) Plat or consent to platting;**  
**(15) Develop;**  
**(16) Grant an option concerning;**  
**(17) Lease;**  
**(18) Sublease;**  
**(19) Contribute to an entity in exchange for an interest in that entity; or**

**(20) Otherwise grant or dispose of,**  
**↪ an interest in real property or a right incident to real property;**

**(c) The agent to pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;**

**(d) The agent to release, assign, satisfy or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien or other claim to real property which exists or is asserted;**

**(e) The agent to manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:**

**(1) Insuring against liability or casualty or other loss;**  
**(2) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;**



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1       (3) *Paying, assessing, compromising or contesting taxes or*  
2 *assessments or applying for and receiving refunds in connection*  
3 *with them; and*

4       (4) *Purchasing supplies, hiring assistance or labor, and*  
5 *making repairs or alterations to the real property;*

6       (f) *Use, develop, alter, replace, remove, erect or install*  
7 *structures or other improvements upon real property in or incident*  
8 *to which the principal has, or claims to have, an interest or right;*

9       (g) *The agent to participate in a reorganization with respect to*  
10 *real property or an entity that owns an interest in or right incident*  
11 *to real property and receive, and hold, and act with respect to*  
12 *stocks and bonds or other property received in a plan of*  
13 *reorganization, including:*

14       (1) *Selling or otherwise disposing of them;*

15       (2) *Exercising or selling an option, right of conversion or*  
16 *similar right with respect to them; and*

17       (3) *Exercising any voting rights in person or by proxy;*

18       (h) *The agent to change the form of title of an interest in or*  
19 *right incident to real property; and*

20       (i) *The agent to dedicate to public use, with or without*  
21 *consideration, easements or other real property in which the*  
22 *principal has, or claims to have, an interest.*

23       2. *Every power of attorney, or other instrument in writing,*  
24 *containing the power to convey any real property as agent or*  
25 *attorney for the owner thereof, or to execute, as agent or attorney*  
26 *for another, any conveyance whereby any real property is*  
27 *conveyed, or may be affected, must be recorded as other*  
28 *conveyances whereby real property is conveyed or affected are*  
29 *required to be recorded.*

30       3. *No such power of attorney or other instrument, recorded in*  
31 *the manner prescribed in subsection 2, shall be deemed to be*  
32 *revoked by any act of the principal, until the instrument*  
33 *containing such revocation is deposited for record in the same*  
34 *office in which the instrument containing the power is recorded.*

35       **Sec. 43.** *Unless the power of attorney otherwise provides,*  
36 *language in a power of attorney granting general authority with*  
37 *respect to tangible personal property authorizes:*

38       1. *The agent to demand, buy, receive, accept as a gift or as*  
39 *security for an extension of credit, or otherwise acquire or reject*  
40 *ownership or possession of tangible personal property or an*  
41 *interest in tangible personal property;*

42       2. *The agent to:*

43       (a) *Sell;*

44       (b) *Exchange;*



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(c) Convey with or without covenants, representations or warranties;

(d) Quitclaim;

(e) Release;

(f) Surrender;

(g) Create a security interest in;

(h) Grant options concerning;

(i) Lease;

(j) Sublease; or

(k) Otherwise dispose of,

↳ tangible personal property or an interest in tangible personal property;

3. The agent to grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

4. The agent to release, assign, satisfy or enforce by litigation or otherwise, a security interest, lien or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;

5. The agent to manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:

(a) Insuring against liability or casualty or other loss;

(b) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;

(c) Paying, assessing, compromising or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments;

(d) Moving the property from place to place;

(e) Storing the property for hire or on a gratuitous bailment; and

(f) Using and making repairs, alterations or improvements to the property; and

6. The agent to change the form of title of an interest in tangible personal property.

**Sec. 44.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to:

1. Buy, sell and exchange stocks and bonds;

2. Establish, continue, modify or terminate an account with respect to stocks and bonds;

3. Pledge stocks and bonds as security to borrow, pay, renew or extend the time of payment of a debt of the principal;



1     4. *Receive certificates and other evidences of ownership with*  
2 *respect to stocks and bonds; and*

3     5. *Exercise voting rights with respect to stocks and bonds in*  
4 *person or by proxy, enter into voting trusts and consent to*  
5 *limitations on the right to vote.*

6     **Sec. 45.** *Unless the power of attorney otherwise provides,*  
7 *language in a power of attorney granting general authority with*  
8 *respect to commodities and options authorizes the agent to:*

9     1. *Buy, sell, exchange, assign, settle and exercise commodity*  
10 *futures contracts and call or put options on stocks or stock indexes*  
11 *traded on a regulated option exchange; and*

12     2. *Establish, continue, modify and terminate option accounts.*

13     **Sec. 46.** 1. *Unless the power of attorney otherwise provides,*  
14 *language in a power of attorney granting general authority with*  
15 *respect to banks and other financial institutions authorizes the*  
16 *agent to:*

17     (a) *Continue, modify and terminate an account or other*  
18 *banking arrangement made by or on behalf of the principal;*

19     (b) *Establish, modify and terminate an account or other*  
20 *banking arrangement with a bank, trust company, savings and*  
21 *loan association, credit union, thrift company, brokerage firm or*  
22 *other financial institution selected by the agent;*

23     (c) *Contract for services available from a financial institution,*  
24 *including renting a safe deposit box or space in a vault;*

25     (d) *Withdraw, by check, order, electronic funds transfer or*  
26 *otherwise, money or property of the principal deposited with or left*  
27 *in the custody of a financial institution;*

28     (e) *Receive statements of account, vouchers, notices and*  
29 *similar documents from a financial institution and act with respect*  
30 *to them;*

31     (f) *Enter a safe deposit box or vault and withdraw or add to the*  
32 *contents;*

33     (g) *Borrow money and pledge as security personal property of*  
34 *the principal necessary to borrow money or pay, renew or extend*  
35 *the time of payment of a debt of the principal or a debt guaranteed*  
36 *by the principal;*

37     (h) *Make, assign, draw, endorse, discount, guarantee and*  
38 *negotiate promissory notes, checks, drafts and other negotiable or*  
39 *nonnegotiable paper of the principal or payable to the principal or*  
40 *the principal's order, transfer money, receive the cash or other*  
41 *proceeds of those transactions, and accept a draft drawn by a*  
42 *person upon the principal and pay it when due;*

43     (i) *Receive for the principal and act upon a sight draft,*  
44 *warehouse receipt or other document of title whether tangible or*  
45 *electronic, or other negotiable or nonnegotiable instrument;*



(j) Apply for, receive and use letters of credit, credit and debit cards, electronic transaction authorizations and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

(k) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

2. An agent who is not the spouse of the principal must not be listed on any account as a cosigner with right of survivorship, but must be listed on the account solely as power of attorney.

**Sec. 47.** Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to:

1. Operate, buy, sell, enlarge, reduce or terminate an ownership interest.

2. Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege or option that the principal has, may have or claims to have.

3. Enforce the terms of an ownership agreement.

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

5. Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege or option the principal has or claims to have as the holder of stocks and bonds.

6. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.

7. With respect to an entity or business owned solely by the principal:

(a) Continue, modify, renegotiate, extend and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;

(b) Determine:

(1) The location of its operation;

(2) The nature and extent of its business;

(3) The methods of manufacturing, selling, merchandising, financing, accounting and advertising employed in its operation;

(4) The amount and types of insurance carried; and

(5) The mode of engaging, compensating and dealing with its employees and accountants, attorneys or other advisors;



(c) *Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and*

(d) *Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.*

8. *Put additional capital into an entity or business in which the principal has an interest.*

9. *Join in a plan of reorganization, consolidation, conversion, domestication or merger of the entity or business.*

10. *Sell or liquidate all or part of an entity or business.*

11. *Establish the value of an entity or business under a buy-out agreement to which the principal is a party.*

12. *Prepare, sign, file and deliver reports, compilations of information, returns or other papers with respect to an entity or business and make related payments.*

13. *Pay, compromise or contest taxes, assessments, fines or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines or penalties with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.*

**Sec. 48.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to:*

1. *Continue, pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;*

2. *Procure new, different and additional contracts of insurance and annuities for the principal and the principal's spouse, children and other dependents, select the amount, type of insurance or annuity, and mode of payment and name one or more beneficiaries in accordance with the principal's established estate plan and any restrictions to designate beneficiaries contained within the power of attorney;*

3. *Pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract of insurance or annuity procured by the agent;*

4. *Apply for and receive a loan secured by a contract of insurance or annuity;*



1       5. Surrender and receive the cash surrender value on a  
2 contract of insurance or annuity;

3       6. Exercise an election;

4       7. Exercise investment powers available under a contract of  
5 insurance or annuity;

6       8. Change the manner of paying premiums on a contract of  
7 insurance or annuity;

8       9. Change or convert the type of insurance or annuity with  
9 respect to which the principal has or claims to have authority  
10 described in this section;

11      10. Apply for and procure a benefit or assistance under a  
12 statute or regulation to guarantee or pay premiums of a contract  
13 of insurance on the life of the principal;

14      11. Collect, sell, assign, hypothecate, borrow against or  
15 pledge the interest of the principal in a contract of insurance or  
16 annuity;

17      12. Select the form and timing of the payment of proceeds  
18 from a contract of insurance or annuity; and

19      13. Pay, from proceeds or otherwise, compromise or contest,  
20 and apply for refunds in connection with, a tax or assessment  
21 levied by a taxing authority with respect to a contract of insurance  
22 or annuity or its proceeds or liability accruing by reason of the tax  
23 or assessment.

24      **Sec. 49. 1.** Unless the power of attorney otherwise provides,  
25 language in a power of attorney granting general authority with  
26 respect to estates, trusts and other beneficial interests authorizes  
27 the agent to:

28      (a) Accept, receive, receipt for, sell, assign, pledge or exchange  
29 a share in or payment from the fund;

30      (b) Demand or obtain money or another thing of value to  
31 which the principal is, may become or claims to be entitled by  
32 reason of the fund, by litigation or otherwise;

33      (c) Exercise for the benefit of the principal a presently  
34 exercisable general power of appointment held by the principal;

35      (d) Initiate, participate in, submit to alternative dispute  
36 resolution, settle, oppose, propose or accept a compromise with  
37 respect to litigation to ascertain the meaning, validity or effect of a  
38 deed, will, declaration of trust, or other instrument or transaction  
39 affecting the interest of the principal;

40      (e) Initiate, participate in, submit to alternative dispute  
41 resolution, settle, oppose, propose or accept a compromise with  
42 respect to litigation to remove, substitute or surcharge a fiduciary;

43      (f) Conserve, invest, disburse or use anything received for an  
44 authorized purpose; and



(g) *Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities and other property to the trustee of a revocable trust created by the principal as settlor or grantor.*

2. *As used in this section, “estates, trusts and other beneficial interests” means a trust, probate estate, escrow, custodianship or fund from which the principal is, may become or claims to be entitled to a share or payment.*

**Sec. 50.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to:*

1. *Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance or other relief;*

2. *Bring an action to determine adverse claims or intervene or otherwise participate in litigation;*

3. *Seek an attachment, garnishment, order of arrest or other preliminary, provisional or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree;*

4. *Make or accept a tender, offer of judgment or admission of facts, submit a controversy on an agreed statement of facts, consent to examination and bind the principal in litigation;*

5. *Submit to alternative dispute resolution, settle, and propose or accept a compromise;*

6. *Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal’s behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, and receive, execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement or defense of a claim or litigation;*

7. *Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership or application for the appointment of*



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1 *a receiver or trustee which affects an interest of the principal in*  
2 *property or other thing of value;*

3 8. *Pay a judgment, award or order against the principal or a*  
4 *settlement made in connection with a claim or litigation; and*

5 9. *Receive money or other thing of value paid in settlement of*  
6 *or as proceeds of a claim or litigation.*

7 **Sec. 51.** *Unless the power of attorney otherwise provides,*  
8 *language in a power of attorney granting general authority with*  
9 *respect to personal and family maintenance authorizes the agent*  
10 *to perform the acts necessary to maintain the customary standard*  
11 *of living of the principal, including, but not limited to, authorizing*  
12 *the agent to:*

13 1. *Make periodic payments of child support and other family*  
14 *maintenance required by a court or governmental agency or an*  
15 *agreement to which the principal is a party;*

16 2. *Provide normal domestic help, usual vacations and travel*  
17 *expenses, and funds for shelter, clothing, food, appropriate*  
18 *education, including postsecondary and vocational education, and*  
19 *other current living costs for the principal;*

20 3. *Pay expenses for necessary health care and custodial care*  
21 *on behalf of the principal;*

22 4. *Act as the principal's personal representative pursuant to*  
23 *the Health Insurance Portability and Accountability Act of 1996,*  
24 *Public Law 104-191, as amended, and applicable regulations, in*  
25 *making decisions related to the past, present or future payment for*  
26 *the provision of health care consented to by the principal or*  
27 *anyone authorized under the law of this State to consent to health*  
28 *care on behalf of the principal;*

29 5. *Continue any provision made by the principal for*  
30 *automobiles or other means of transportation, including*  
31 *registering, licensing, insuring and replacing them;*

32 6. *Maintain credit and debit accounts for the convenience of*  
33 *the principal and open new accounts; and*

34 7. *Continue payments incidental to the membership or*  
35 *affiliation of the principal in a religious institution, club, society,*  
36 *order or other organization or to continue contributions to those*  
37 *organizations.*

38 **Sec. 52.** 1. *Unless the power of attorney otherwise provides,*  
39 *language in a power of attorney granting general authority with*  
40 *respect to benefits from governmental programs or civil or military*  
41 *service authorizes the agent to:*

42 (a) *Enroll in, apply for, select, reject, change, amend or*  
43 *discontinue, on the principal's behalf, a benefit or program;*



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1     ***(b) Prepare, file and maintain a claim of the principal for a***  
2     ***benefit or assistance, financial or otherwise, to which the principal***  
3     ***may be entitled under a statute or regulation;***

4     ***(c) Initiate, participate in, submit to alternative dispute***  
5     ***resolution, settle, oppose, propose or accept a compromise with***  
6     ***respect to litigation concerning any benefit or assistance the***  
7     ***principal may be entitled to receive under a statute or regulation;***

8     ***(d) Receive the financial proceeds of a claim, and conserve,***  
9     ***invest, disburse or use for a lawful purpose anything so received;***

10    ***(e) Execute vouchers in the name of the principal for***  
11    ***allowances and reimbursements payable by the United States or a***  
12    ***foreign government or by a state or subdivision of a state to the***  
13    ***principal, including allowances and reimbursements for***  
14    ***transportation and for shipment of household effects; and***

15    ***(f) Take possession and order the removal and shipment of***  
16    ***property of the principal from a post, warehouse, depot, dock or***  
17    ***other place of storage or safekeeping, either governmental or***  
18    ***private, and execute and deliver a release, voucher, receipt, bill of***  
19    ***lading, shipping ticket, certificate or other instrument for that***  
20    ***purpose.***

21    ***2. As used in this section, “benefits from governmental***  
22    ***programs or civil or military service” means any benefit, program***  
23    ***or assistance provided under a statute or regulation including***  
24    ***Social Security, Medicare and Medicaid.***

25    ***Sec. 53. 1. Unless the power of attorney otherwise provides,***  
26    ***language in a power of attorney granting general authority with***  
27    ***respect to retirement plans authorizes the agent to:***

28    ***(a) Select the form and timing of payments under a retirement***  
29    ***plan and withdraw benefits from a plan;***

30    ***(b) Make a rollover, including a direct trustee-to-trustee***  
31    ***rollover, of benefits from one retirement plan to another;***

32    ***(c) Establish a retirement plan in the principal’s name and***  
33    ***name one or more beneficiaries in accordance with the principal’s***  
34    ***established estate plan and any restrictions to designate***  
35    ***beneficiaries contained within the power of attorney;***

36    ***(d) Make contributions to a retirement plan;***

37    ***(e) Exercise investment powers available under a retirement***  
38    ***plan; and***

39    ***(f) Borrow from, sell assets to or purchase assets from a***  
40    ***retirement plan.***

41    ***2. As used in this section, “retirement plan” means a plan or***  
42    ***account created by an employer, the principal or another***  
43    ***individual to provide retirement benefits or deferred compensation***  
44    ***of which the principal is a participant, beneficiary or owner,***



1 *including a plan or account under the following sections of the*  
2 *Internal Revenue Code:*

3 (a) *An individual retirement account under section 408 of the*  
4 *Internal Revenue Code, 26 U.S.C. § 408, as amended;*

5 (b) *A Roth individual retirement account under section 408A*  
6 *of the Internal Revenue Code, 26 U.S.C. § 408A, as amended;*

7 (c) *A deemed individual retirement account under section*  
8 *408(q) of the Internal Revenue Code, 26 U.S.C. § 408(q), as*  
9 *amended;*

10 (d) *An annuity or mutual fund custodial account under section*  
11 *403(b) of the Internal Revenue Code, 26 U.S.C. § 403(b), as*  
12 *amended;*

13 (e) *A pension, profit-sharing, stock bonus or other retirement*  
14 *plan qualified under section 401(a) of the Internal Revenue Code,*  
15 *26 U.S.C. § 401(a), as amended;*

16 (f) *A plan under section 457(b) of the Internal Revenue Code,*  
17 *26 U.S.C. § 457(b), as amended; and*

18 (g) *A nonqualified deferred compensation plan under section*  
19 *409A of the Internal Revenue Code, 26 U.S.C. § 409A, as*  
20 *amended.*

21 **Sec. 54.** *Unless the power of attorney otherwise provides,*  
22 *language in a power of attorney granting general authority with*  
23 *respect to taxes authorizes the agent to:*

24 1. *Prepare, sign and file federal, state, local and foreign*  
25 *income, gift, payroll, property, Federal Insurance Contributions*  
26 *Act and other tax returns, claims for refunds, requests for*  
27 *extension of time, petitions regarding tax matters and any other*  
28 *tax-related documents, including receipts, offers, waivers,*  
29 *consents, including consents and agreements under section 2032A*  
30 *of the Internal Revenue Code, 26 U.S.C. § 2032A, as amended,*  
31 *closing agreements, and any power of attorney required by the*  
32 *Internal Revenue Service or other taxing authority with respect to*  
33 *a tax year upon which the statute of limitations has not run and*  
34 *the following 25 tax years;*

35 2. *Pay taxes due, collect refunds, post bonds, receive*  
36 *confidential information, and contest deficiencies determined by*  
37 *the Internal Revenue Service or other taxing authority;*

38 3. *Exercise any election available to the principal under*  
39 *federal, state, local or foreign tax law; and*

40 4. *Act for the principal in all tax matters for all periods*  
41 *before the Internal Revenue Service or other taxing authority.*

42 **Sec. 55.** 1. *Unless the power of attorney otherwise provides,*  
43 *an agent has no authority to make a gift to any party on behalf of*  
44 *the principal.*



2. *If the power of attorney grants the agent the authority to make gifts, the agent may:*

(a) *Make outright to, or for the benefit of, a person, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under section 2503(b) of the Internal Revenue Code, 26 U.S.C. § 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift or, if the principal's spouse agrees to consent to a split gift pursuant to section 2513 of the Internal Revenue Code, 26 U.S.C. § 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and*

(b) *Consent, pursuant to section 2513 of the Internal Revenue Code, 26 U.S.C. § 2513, as amended, to the splitting of a gift made by the principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.*

3. *An agent may make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including:*

(a) *The value and nature of the principal's property;*

(b) *The principal's foreseeable obligations and need for maintenance;*

(c) *Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes;*

(d) *Eligibility for a benefit, a program or assistance under a statute or regulation; and*

(e) *The principal's personal history of making or joining in making gifts.*

4. *As used in this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code, 26 U.S.C. § 529, as amended.*

**Sec. 56.** *A document substantially in the following form may be used to create a statutory form power of attorney that has the meaning and effect prescribed by this chapter:*

#### **STATUTORY FORM POWER OF ATTORNEY**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS. BEFORE EXECUTING THIS**



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1 **DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT**  
2 **FACTS:**

3 **1. THIS DOCUMENT GIVES THE PERSON YOU**  
4 **DESIGNATE AS YOUR AGENT THE POWER TO MAKE**  
5 **DECISIONS CONCERNING YOUR PROPERTY FOR YOU.**  
6 **YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND**  
7 **ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING**  
8 **YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT**  
9 **FOR YOURSELF.**

10 **2. THIS POWER OF ATTORNEY BECOMES EFFECTIVE**  
11 **IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE**  
12 **SPECIAL INSTRUCTIONS.**

13 **3. THIS POWER OF ATTORNEY DOES NOT**  
14 **AUTHORIZE THE AGENT TO MAKE HEALTH CARE**  
15 **DECISIONS FOR YOU.**

16 **4. THE PERSON YOU DESIGNATE IN THIS DOCUMENT**  
17 **HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES**  
18 **AS STATED IN THIS DOCUMENT OR OTHERWISE MADE**  
19 **KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN**  
20 **YOUR BEST INTERESTS.**

21 **5. YOU SHOULD SELECT SOMEONE YOU TRUST TO**  
22 **SERVE AS YOUR AGENT. UNLESS YOU SPECIFY**  
23 **OTHERWISE, GENERALLY THE AGENT'S AUTHORITY**  
24 **WILL CONTINUE UNTIL YOU DIE OR REVOKE THE**  
25 **POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS**  
26 **UNABLE TO ACT FOR YOU.**

27 **6. YOUR AGENT IS ENTITLED TO REASONABLE**  
28 **COMPENSATION UNLESS YOU STATE OTHERWISE IN**  
29 **THE SPECIAL INSTRUCTIONS.**

30 **7. THIS FORM PROVIDES FOR DESIGNATION OF ONE**  
31 **AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT**  
32 **YOU MAY NAME A CO-AGENT IN THE SPECIAL**  
33 **INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT**  
34 **TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT**  
35 **IN THE SPECIAL INSTRUCTIONS.**

36 **8. IF YOUR AGENT IS UNABLE OR UNWILLING TO**  
37 **ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END**  
38 **UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU**  
39 **MAY ALSO NAME A SECOND SUCCESSOR AGENT.**

40 **9. YOU HAVE THE RIGHT TO REVOKE THE**  
41 **AUTHORITY GRANTED TO THE PERSON DESIGNATED IN**  
42 **THIS DOCUMENT.**

43 **10. THIS DOCUMENT REVOKES ANY PRIOR DURABLE**  
44 **POWER OF ATTORNEY.**



**11. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

**1. DESIGNATION OF AGENT.**

**I, .....**  
**(insert your name) do hereby designate and appoint:**

**Name: .....**

**Address: .....**

**Telephone Number: .....**

**as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.**

**2. DESIGNATION OF ALTERNATE AGENT.**

**(You are not required to designate any alternative agent but you may do so. Any alternative agent you designate will be able to make the same decisions as the agent designated above in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in paragraph 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)**

**If my agent is unable or unwilling to act for me, then I designate the following person(s) to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:**

**A. First Alternative Agent**

**Name: .....**

**Address: .....**

**Telephone Number: .....**

**B. Second Alternative Agent**

**Name: .....**

**Address: .....**

**Telephone Number: .....**

**3. OTHER POWERS OF ATTORNEY.**

**This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.**

**4. NOMINATION OF GUARDIAN.**

**If, after execution of this Power of Attorney, incompetency proceedings are initiated either for my estate or my person, I**



1 *hereby nominate as my guardian or conservator for consideration*  
2 *by the court my agent herein named, in the order named.*

3 **5. GRANT OF GENERAL AUTHORITY.**

4 *I grant my agent and any successor agent(s) general authority*  
5 *to act for me with respect to the following subjects:*

6  
7 *(INITIAL each subject you want to include in the agent's general*  
8 *authority. If you wish to grant general authority over all of the*  
9 *subjects you may initial "All Preceding Subjects" instead of*  
10 *initialing each subject.)*

11  
12 *[.....] Real Property*

13 *[.....] Tangible Personal Property*

14 *[.....] Stocks and Bonds*

15 *[.....] Commodities and Options*

16 *[.....] Banks and Other Financial Institutions*

17 *[.....] Safe Deposit Boxes*

18 *[.....] Operation of Entity or Business*

19 *[.....] Insurance and Annuities*

20 *[.....] Estates, Trusts and Other Beneficial Interests*

21 *[.....] Legal Affairs, Claims and Litigation*

22 *[.....] Personal Maintenance*

23 *[.....] Benefits from Governmental Programs or Civil or Military*  
24 *Service*

25 *[.....] Retirement Plans*

26 *[.....] Taxes*

27 *[.....] All Preceding Subjects*

28  
29 **6. GRANT OF SPECIFIC AUTHORITY.**

30 *My agent MAY NOT do any of the following specific acts for*  
31 *me UNLESS I have INITIALED the specific authority listed*  
32 *below:*

33  
34 *(CAUTION: Granting any of the following will give your agent*  
35 *the authority to take actions that could significantly reduce your*  
36 *property or change how your property is distributed at your death.*  
37 *INITIAL ONLY the specific authority you WANT to give your*  
38 *agent.)*

39  
40 *[.....] Create, amend, revoke or terminate an inter vivos, family,*  
41 *living, irrevocable or revocable trust*

42 *[.....] Make a gift, subject to the limitations of NRS and any*  
43 *special instructions in this Power of Attorney*

44 *[.....] Create or change rights of survivorship*

45 *[.....] Create or change a beneficiary designation*



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1 *[.....] Waive the principal's right to be a beneficiary of a joint*  
2 *and survivor annuity, including a survivor benefit under a*  
3 *retirement plan*

4 *[.....] Exercise fiduciary powers that the principal has authority*  
5 *to delegate*

6 *[.....] Disclaim or refuse an interest in property, including a*  
7 *power of appointment*

8  
9 **7. LIMITATION ON AGENT'S AUTHORITY.**

10 *An agent that is not my spouse MAY NOT use my property to*  
11 *benefit the agent or a person to whom the agent owes an*  
12 *obligation of support unless I have included that authority in the*  
13 *Special Instructions.*

14 **8. SPECIAL INSTRUCTIONS OR OTHER OR**  
15 **ADDITIONAL AUTHORITY GRANTED TO AGENT:**

16 .....  
17 .....  
18 .....  
19 .....

20 **9. DURABILITY AND EFFECTIVE DATE. (INITIAL the**  
21 **clause(s) that applies.)**

22  
23 *[.....] DURABLE. This Power of Attorney shall not be affected*  
24 *by my subsequent disability or incapacity.*

25 *[.....] SPRINGING POWER. It is my intention and direction*  
26 *that my designated agent, and any person or entity that my*  
27 *designated agent may transact business with on my behalf, may*  
28 *rely on a written medical opinion issued by a licensed medical*  
29 *doctor stating that I am disabled or incapacitated, and incapable*  
30 *of managing my affairs, and that said medical opinion shall*  
31 *establish whether or not I am under a disability for the purpose of*  
32 *establishing the authority of my designated agent to act in*  
33 *accordance with this Power of Attorney.*

34 *[.....] I wish to have this Power of Attorney become effective on*  
35 *the following date: .....*

36 *[.....] I wish to have this Power of Attorney end on the following*  
37 *date: .....*

38 **10. THIRD PARTY PROTECTION.**

39 *Third parties may rely upon the validity of this Power of*  
40 *Attorney or a copy and the representations of my agent as to all*  
41 *matters relating to any power granted to my agent, and no person*  
42 *or agency who relies upon the representation of my agent, or the*  
43 *authority granted by my agent, shall incur any liability to me or*  
44 *my estate as a result of permitting my agent to exercise any power*



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1 unless a third party knows or has reason to know this Power of  
2 Attorney has terminated or is invalid.

3 **11. RELEASE OF INFORMATION.**

4 I agree to, authorize and allow full release of information, by  
5 any government agency, business, creditor or third party who may  
6 have information pertaining to my assets or income, to my agent  
7 named herein.

8 **12. SIGNATURE AND ACKNOWLEDGMENT. YOU**  
9 **MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS**  
10 **POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS**  
11 **ACKNOWLEDGED BEFORE A NOTARY PUBLIC.**

12  
13 I sign my name to this Power of Attorney for Health  
14 Care on

15 ..... (date) at ..... (city),  
16 ..... (state)

17 .....  
18 (Signature)

19  
20 **CERTIFICATE OF ACKNOWLEDGMENT**  
21 **OF NOTARY PUBLIC**

22  
23 (You may use acknowledgment before a notary public instead of  
24 the statement of witnesses.)

25  
26 State of Nevada }  
27 }ss.  
28 County of..... }

29  
30 On this ..... day of ....., in the year ....., before me,  
31 ..... (here insert name of notary public) personally  
32 appeared ..... (here insert name of principal)  
33 personally known to me (or proved to me on the basis of  
34 satisfactory evidence) to be the person whose name is subscribed  
35 to this instrument, and acknowledged that he or she executed it. I  
36 declare under penalty of perjury that the person whose name is  
37 ascribed to this instrument appears to be of sound mind and under  
38 no duress, fraud or undue influence.

39  
40 **NOTARY SEAL**

.....  
41 (Signature of Notary Public)

42  
43 **IMPORTANT INFORMATION FOR AGENT**

44 **1. Agent's Duties. When you accept the authority granted**  
45 **under this Power of Attorney, a special legal relationship is**



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1 *created between you and the principal. This relationship imposes*  
2 *upon you legal duties that continue until you resign or the Power*  
3 *of Attorney is terminated or revoked. You must:*

4 (a) *Do what you know the principal reasonably expects you to*  
5 *do with the principal's property or, if you do not know the*  
6 *principal's expectations, act in the principal's best interest;*

7 (b) *Act in good faith;*

8 (c) *Do nothing beyond the authority granted in this Power of*  
9 *Attorney; and*

10 (d) *Disclose your identity as an agent whenever you act for the*  
11 *principal by writing or printing the name of the principal and*  
12 *signing your own name as "agent" in the following manner:*

13 *(Principal's Name) by (Your Signature) as Agent*

14 2. *Unless the Special Instructions in this Power of Attorney*  
15 *state otherwise, you must also:*

16 (a) *Act loyally for the principal's benefit;*

17 (b) *Avoid conflicts that would impair your ability to act in the*  
18 *principal's best interest;*

19 (c) *Act with care, competence, and diligence;*

20 (d) *Keep a record of all receipts, disbursements and*  
21 *transactions made on behalf of the principal;*

22 (e) *Cooperate with any person that has authority to make*  
23 *health care decisions for the principal to do what you know the*  
24 *principal reasonably expects or, if you do not know the principal's*  
25 *expectations, to act in the principal's best interest; and*

26 (f) *Attempt to preserve the principal's estate plan if you know*  
27 *the plan and preserving the plan is consistent with the principal's*  
28 *best interest.*

29 3. *Termination of Agent's Authority. You must stop acting*  
30 *on behalf of the principal if you learn of any event that terminates*  
31 *this Power of Attorney or your authority under this Power of*  
32 *Attorney. Events that terminate a Power of Attorney or your*  
33 *authority to act under a Power of Attorney include:*

34 (a) *Death of the principal;*

35 (b) *The principal's revocation of the Power of Attorney or your*  
36 *authority;*

37 (c) *The occurrence of a termination event stated in the Power*  
38 *of Attorney;*

39 (d) *The purpose of the Power of Attorney is fully*  
40 *accomplished; or*

41 (e) *If you are married to the principal, your marriage is*  
42 *dissolved.*

43 4. *Liability of Agent. The meaning of the authority granted*  
44 *to you is defined in this chapter. If you violate this chapter or act*



1 *outside the authority granted in this Power of Attorney, you may*  
2 *be liable for any damages caused by your violation.*

3 *5. If there is anything about this document or your duties that*  
4 *you do not understand, you should seek legal advice.*

5 **Sec. 57.** *Sections 57 to 73, inclusive, of this act apply to any*  
6 *power of attorney containing the authority to make health care*  
7 *decisions.*

8 **Sec. 58.** *As used in sections 57 to 73, inclusive, of this act,*  
9 *unless the context otherwise requires, the words and terms defined*  
10 *in sections 59 to 65, inclusive, of this act have the meanings*  
11 *ascribed to them in those sections.*

12 **Sec. 59.** *“Attending physician” means the physician who has*  
13 *primary responsibility for the treatment and care of the patient.*

14 **Sec. 60.** *“Declaration” means a writing executed in*  
15 *accordance with the requirements of NRS 449.600.*

16 **Sec. 61.** *“Health care facility” includes:*

17 *1. Any medical facility; and*

18 *2. Any facility for the dependent.*

19 **Sec. 62.** *“Life-sustaining treatment” means a medical*  
20 *procedure or intervention that, when administered to a patient,*  
21 *serves only to prolong the process of dying.*

22 **Sec. 63.** *“Provider of health care” has the meaning ascribed*  
23 *to it in NRS 629.031.*

24 **Sec. 64.** *“Qualified patient” means a patient, 18 years of age*  
25 *or older, who has executed a declaration and who has been*  
26 *determined by the attending physician to be in a terminal*  
27 *condition.*

28 **Sec. 65.** *“Terminal condition” means an incurable and*  
29 *irreversible condition that cannot be cured or modified by any*  
30 *known current medical therapy or treatment, and which, without*  
31 *the administration of life-sustaining treatment, will in the opinion*  
32 *of the attending physician result in death within a relatively short*  
33 *time period.*

34 **Sec. 66.** *1. Any adult person may execute a power of*  
35 *attorney enabling the agent named in the power of attorney to*  
36 *make decisions concerning health care for the principal if that*  
37 *principal becomes incapable of giving informed consent*  
38 *concerning such decisions.*

39 *2. A power of attorney for health care must be signed by the*  
40 *principal. The principal’s signature on the power of attorney for*  
41 *health care must be:*

42 *(a) Acknowledged before a notary public; or*

43 *(b) Witnessed by two adult witnesses who know the principal*  
44 *personally.*

45 *3. Neither of the witnesses to a principal’s signature may be:*



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- (a) *A provider of health care;*
- (b) *An employee of a provider of health care;*
- (c) *An operator of a health care facility;*
- (d) *An employee of a health care facility; or*
- (e) *The agent.*

4. *At least one of the witnesses to a principal's signature must be a person who is:*

(a) *Not related to the principal by blood, marriage or adoption; and*

(b) *To the best of the witnesses' knowledge, not entitled to any part of the estate of the principal upon the death of the principal.*

**Sec. 67.** 1. *In a power of attorney for health care, a principal may nominate a guardian of the principal's person for consideration by the court if guardianship proceedings for the principal's person are begun after the principal executes the power of attorney.*

2. *If, after a principal executes a power of attorney for health care, a court appoints a guardian of the principal's person, the power of attorney is terminated. The guardian shall follow any provisions contained in the power of attorney for health care delineating the principal's wishes for medical and end-of-life care.*

**Sec. 68.** 1. *A power of attorney for health care is effective when executed unless the principal provides in the power of attorney that it becomes effective at a future date or upon incapacity.*

2. *If a power of attorney for health care becomes effective upon the principal's incapacity, the power of attorney becomes effective upon a determination in a writing or other record by a physician, psychiatrist or licensed psychologist that the principal is incapacitated.*

3. *An agent named in the power of attorney for health care may act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations, to obtain a determination of incapacity.*

**Sec. 69.** 1. *A power of attorney for health care terminates when:*

- (a) *The principal dies;*
- (b) *The principal revokes the power of attorney;*
- (c) *The power of attorney includes a termination date; or*
- (d) *The principal revokes the agent's authority or the agent dies, becomes incapacitated or resigns, and the power of attorney does not provide for another agent to act under the power of attorney.*



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2. *An agent's authority under a power of attorney for health care terminates when:*

- (a) *The principal revokes the authority;*
- (b) *The agent dies, becomes incapacitated or resigns;*
- (c) *An action is filed for the dissolution or annulment of the agent's marriage to the principal, unless the power of attorney otherwise provides; or*
- (d) *The power of attorney includes a termination date.*

3. *Unless the power of attorney for health care otherwise provides, an agent's authority is exercisable until the authority terminates under subsection 2, notwithstanding a lapse of time since the execution of the power of attorney.*

4. *Termination of an agent's authority or of a power of attorney for health care is not effective as to the agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.*

5. *An execution of a power of attorney for health care automatically revokes any previous power of attorney to make health care decisions.*

6. *If a power of attorney for health care terminates while the principal is unable to make decisions concerning health care, the power of attorney for health care remains valid until the principal is again able to make such decisions.*

**Sec. 70.** 1. *A principal may designate two or more persons to act as co-agents. Unless the power of attorney for health care otherwise provides, each co-agent may exercise its authority independently.*

2. *A principal may designate one or more successor agents to act if an agent resigns, dies, becomes incapacitated, is not qualified to serve or declines to serve. Unless the power of attorney for health care otherwise provides, a successor agent:*

- (a) *Has the same authority as that granted to the original agent; and*
- (b) *May not act until all predecessor agents have resigned, died, become incapacitated, are no longer qualified to serve or have declined to serve.*

**Sec. 71.** 1. *Except as otherwise provided in subsection 2, a principal may not name as agent in a power of attorney for health care:*

- (a) *His provider of health care;*
- (b) *An employee of his provider of health care;*
- (c) *An operator of a health care facility; or*
- (d) *An employee of a health care facility.*



2. A principal may name as agent any person identified in subsection 1 if that person is the spouse, legal guardian or next of kin of the principal.

**Sec. 72. 1. The agent may not consent to:**

(a) Commitment or placement of the principal in a facility for treatment of mental illness;

(b) Convulsive treatment;

(c) Psychosurgery;

(d) Sterilization;

(e) Abortion;

(f) Aversive intervention, as that term is defined in NRS 449.766;

(g) Experimental medical, biomedical or behavioral treatment, or participation in any medical, biomedical or behavioral research program; or

(h) Any other treatment to which the principal, in the power of attorney for health care, states that the agent may not consent.

2. The agent must make decisions concerning the use or nonuse of life-sustaining treatment which conform to the known desires of the principal. The principal may make these desires known in the power of attorney for health care.

**Sec. 73. The form of a power of attorney for health care must be substantially as follows:**

### **DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS**

#### **WARNING TO PERSON EXECUTING THIS DOCUMENT**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR HEALTH CARE. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:**

**1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU. THIS POWER IS SUBJECT TO ANY LIMITATIONS OR STATEMENT OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE CONSENT, REFUSAL OF CONSENT OR WITHDRAWAL OF CONSENT TO ANY CARE, TREATMENT, SERVICE OR PROCEDURE TO MAINTAIN, DIAGNOSE OR TREAT A PHYSICAL OR MENTAL CONDITION. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT OR PLACEMENTS THAT YOU DO NOT DESIRE.**



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2. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.

3. EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THE POWER OF THE PERSON YOU DESIGNATE TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT WHICH WOULD KEEP YOU ALIVE.

4. UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THIS POWER WILL EXIST INDEFINITELY FROM THE DATE YOU EXECUTE THIS DOCUMENT AND, IF YOU ARE UNABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF, THIS POWER WILL CONTINUE TO EXIST UNTIL THE TIME WHEN YOU BECOME ABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF.

5. NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED IF YOU OBJECT.

6. YOU HAVE THE RIGHT TO REVOKE THE APPOINTMENT OF THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THAT PERSON OF THE REVOCATION ORALLY OR IN WRITING.

7. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THE TREATING PHYSICIAN, HOSPITAL OR OTHER PROVIDER OF HEALTH CARE ORALLY OR IN WRITING.

8. THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.

9. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.



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1 **10. IF THERE IS ANYTHING IN THIS DOCUMENT**  
2 **THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A**  
3 **LAWYER TO EXPLAIN IT TO YOU.**

4  
5 **1. DESIGNATION OF HEALTH CARE AGENT.**

6 **I, .....**  
7 **(insert your name) do hereby designate and appoint:**

8  
9 **Name: .....**

10 **Address: .....**

11 **Telephone Number: .....**  
12

13 **as my agent to make health care decisions for me as authorized in**  
14 **this document.**

15 **(Insert the name and address of the person you wish to**  
16 **designate as your agent to make health care decisions for you.**  
17 **Unless the person is also your spouse, legal guardian or the**  
18 **person most closely related to you by blood, none of the following**  
19 **may be designated as your agent: (1) your treating provider of**  
20 **health care; (2) an employee of your treating provider of health**  
21 **care; (3) an operator of a health care facility; or (4) an employee**  
22 **of an operator of a health care facility.)**

23 **2. CREATION OF DURABLE POWER OF ATTORNEY**  
24 **FOR HEALTH CARE.**

25 **By this document I intend to create a durable power of attorney**  
26 **by appointing the person designated above to make health care**  
27 **decisions for me. This power of attorney shall not be affected by**  
28 **my subsequent incapacity.**

29 **3. GENERAL STATEMENT OF AUTHORITY GRANTED.**

30 **In the event that I am incapable of giving informed consent**  
31 **with respect to health care decisions, I hereby grant to the agent**  
32 **named above full power and authority: to make health care**  
33 **decisions for me before or after my death, including consent,**  
34 **refusal of consent or withdrawal of consent to any care, treatment,**  
35 **service or procedure to maintain, diagnose or treat a physical or**  
36 **mental condition; to request, review and receive any information,**  
37 **verbal or written, regarding my physical or mental health,**  
38 **including, without limitation, medical and hospital records; to**  
39 **execute on my behalf any releases or other documents that may be**  
40 **required to obtain medical care and/or medical and hospital**  
41 **records, EXCEPT any power to enter into any arbitration**  
42 **agreements or execute any arbitration clauses in connection with**  
43 **admission to any health care facility including any skilled nursing**  
44 **facility; and subject only to the limitations and special provisions,**  
45 **if any, set forth in paragraph 4 or 6.**



1       **4. SPECIAL PROVISIONS AND LIMITATIONS.**

2       *(Your agent is not permitted to consent to any of the following:*  
3 *commitment to or placement in a mental health treatment facility,*  
4 *convulsive treatment, psychosurgery, sterilization or abortion. If*  
5 *there are any other types of treatment or placement that you do not*  
6 *want your agent's authority to give consent for or other*  
7 *restrictions you wish to place on his or her agent's authority, you*  
8 *should list them in the space below. If you do not write any*  
9 *limitations, your agent will have the broad powers to make health*  
10 *care decisions on your behalf which are set forth in paragraph 3,*  
11 *except to the extent that there are limits provided by law.)*

12       *In exercising the authority under this durable power of*  
13 *attorney for health care, the authority of my agent is subject to the*  
14 *following special provisions and limitations:*

15 .....  
16 .....  
17 .....  
18 .....

19       **5. DURATION.**

20       *I understand that this power of attorney will exist indefinitely*  
21 *from the date I execute this document unless I establish a shorter*  
22 *time. If I am unable to make health care decisions for myself*  
23 *when this power of attorney expires, the authority I have granted*  
24 *my agent will continue to exist until the time when I become able*  
25 *to make health care decisions for myself.*

26  
27       **(IF APPLICABLE)**

28       *I wish to have this power of attorney end on the following*  
29 *date: .....*

30  
31       **6. STATEMENT OF DESIRES.**

32       *(With respect to decisions to withhold or withdraw life-*  
33 *sustaining treatment, your agent must make health care decisions*  
34 *that are consistent with your known desires. You can, but are not*  
35 *required to, indicate your desires below. If your desires are*  
36 *unknown, your agent has the duty to act in your best interests;*  
37 *and, under some circumstances, a judicial proceeding may be*  
38 *necessary so that a court can determine the health care decision*  
39 *that is in your best interests. If you wish to indicate your desires,*  
40 *you may INITIAL the statement or statements that reflect your*  
41 *desires and/or write your own statements in the space below.)*



\* S B 3 1 4 R 1 \*

*(If the statement  
reflects your desires,  
initial the box next to  
the statement.)*

1  
2  
3  
4  
5  
6     1. I desire that my life be  
7 prolonged to the greatest extent  
8 possible, without regard to my  
9 condition, the chances I have for  
10 recovery or long-term survival, or  
11 the cost of the procedures.

[ ..... ]

12     2. If I am in a coma which my  
13 doctors have reasonably concluded  
14 is irreversible, I desire that life-  
15 sustaining or prolonging  
16 treatments not be used. (Also  
17 should utilize provisions of NRS  
18 449.535 to 449.690, inclusive, if  
19 this subparagraph is initialed.)

[ ..... ]

20     3. If I have an incurable or  
21 terminal condition or illness and  
22 no reasonable hope of long-term  
23 recovery or survival, I desire that  
24 life-sustaining or prolonging  
25 treatments not be used. (Also  
26 should utilize provisions of NRS  
27 449.535 to 449.690, inclusive, if  
28 this subparagraph is initialed.)

[ ..... ]

29     4. Withholding or withdrawal  
30 of artificial nutrition and  
31 hydration may result in death by  
32 starvation or dehydration. I want  
33 to receive or continue receiving  
34 artificial nutrition and hydration  
35 by way of the gastrointestinal tract  
36 after all other treatment is  
37 withheld.

[ ..... ]



1        **5. I do not desire treatment to**  
2 **be provided and/or continued if the**  
3 **burdens of the treatment outweigh**  
4 **the expected benefits. My agent is**  
5 **to consider the relief of suffering,**  
6 **the preservation or restoration of**  
7 **functioning, and the quality as well**  
8 **as the extent of the possible**  
9 **extension of my life.** [..... ]

10  
11        (If you wish to change your answer, you may do so by drawing  
12 an "X" through the answer you do not want, and circling the  
13 answer you prefer.)

14        **Other or Additional Statements of Desires:**.....

15 .....  
16 .....  
17 .....  
18 .....  
19 .....

20  
21        **7. DESIGNATION OF ALTERNATE AGENT.**

22        (You are not required to designate any alternative agent but  
23 you may do so. Any alternative agent you designate will be able to  
24 make the same health care decisions as the agent designated in  
25 paragraph 1, page 2, in the event that he or she is unable or  
26 unwilling to act as your agent. Also, if the agent designated in  
27 paragraph 1 is your spouse, his or her designation as your agent is  
28 automatically revoked by law if your marriage is dissolved.)

29        If the person designated in paragraph 1 as my agent is unable  
30 to make health care decisions for me, then I designate the  
31 following persons to serve as my agent to make health care  
32 decisions for me as authorized in this document, such persons to  
33 serve in the order listed below:

34  
35        **A. First Alternative Agent**

36                **Name:** .....

37                **Address:** .....

38                **Telephone Number:** .....

39  
40        **B. Second Alternative Agent**

41                **Name:** .....

42                **Address:** .....

43                **Telephone Number:** .....



\* S B 3 1 4 R 1 \*

**8. PRIOR DESIGNATIONS REVOKED.**

*I revoke any prior durable power of attorney for health care.*

**9. WAIVER OF CONFLICT OF INTEREST.**

*If my designated agent is my spouse or is one of my children, then I waive any conflict of interest in carrying out the provisions of this Durable Power of Attorney for Health Care that said spouse or child may have by reason of the fact that he or she may be a beneficiary of my estate.*

**10. CHALLENGES.**

*If the legality of any provision of this Durable Power of Attorney for Health Care is questioned by my physician, my agent or a third party, then my agent is authorized to commence an action for declaratory judgment as to the legality of the provision in question. The cost of any such action is to be paid from my estate. This Durable Power of Attorney for Health Care must be construed and interpreted in accordance with the laws of the State of Nevada.*

**11. NOMINATION OF GUARDIAN.**

*If, after execution of this Durable Power of Attorney for Health Care, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.*

**12. RELEASE OF INFORMATION.**

*I agree to, authorize and allow full release of information by any government agency, medical provider, business, creditor or third party who may have information pertaining to my health care, to my agent named herein, pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations.*

**(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY)**

*I sign my name to this Durable Power of Attorney for Health Care on*

..... (date)                      at ..... (city),  
..... (state)

.....  
(Signature)

**(THIS POWER OF ATTORNEY WILL NOT BE VALID FOR MAKING HEALTH CARE DECISIONS UNLESS IT IS EITHER (1) SIGNED BY AT LEAST TWO QUALIFIED WITNESSES WHO ARE PERSONALLY KNOWN TO YOU AND WHO ARE PRESENT WHEN YOU SIGN OR ACKNOWLEDGE**





1 *care, an employee of a provider of health care, the operator of a*  
2 *community care facility or an employee of an operator of a health*  
3 *care facility.*

4  
5 *Signature: ..... Residence Address: .....*

6 *Print Name: ..... .....*

7 *Date: ..... .....*

8  
9 *Signature: ..... Residence Address: .....*

10 *Print Name: ..... .....*

11 *Date: ..... .....*

12  
13 *(AT LEAST ONE OF THE ABOVE WITNESSES MUST*  
14 *ALSO SIGN THE FOLLOWING DECLARATION.)*

15  
16 *I declare under penalty of perjury that I am not related to the*  
17 *principal by blood, marriage or adoption and that to the best of my*  
18 *knowledge, I am not entitled to any part of the estate of the*  
19 *principal upon the death of the principal under a will now existing*  
20 *or by operation of law.*

21  
22 *Signature: .....*

23 *Signature: .....*

24  
25  
26 -----  
27 *Names: ..... Address: .....*

28 *Print Name: ..... .....*

29 *Date: ..... .....*

30  
31 *COPIES: You should retain an executed copy of this document*  
32 *and give one to your agent. The power of attorney should be*  
33 *available so a copy may be given to your providers of health care.*

34 *Sec. 74. In applying and construing this chapter,*  
35 *consideration must be given to the need to promote uniformity of*  
36 *the law with respect to its subject matter among the states that*  
37 *enact it.*

38 *Sec. 75. This chapter modifies, limits and supersedes the*  
39 *Electronic Signatures in Global and National Commerce Act, 15*  
40 *U.S.C. §§ 7001 et seq., but does not modify, limit or supersede*  
41 *section 101(c) of that Act, 15 U.S.C. § 7001(c), or authorize*  
42 *electronic delivery of any of the notices described in section 103(b)*  
43 *of that Act, 15 U.S.C. § 7003(b).*





**Sec. 76.** NRS 200.495 is hereby amended to read as follows:

200.495 1. A professional caretaker who fails to provide such service, care or supervision as is reasonable and necessary to maintain the health or safety of a patient is guilty of criminal neglect of a patient if:

(a) The act or omission is aggravated, reckless or gross;

(b) The act or omission is such a departure from what would be the conduct of an ordinarily prudent, careful person under the same circumstances that it is contrary to a proper regard for danger to human life or constitutes indifference to the resulting consequences;

(c) The consequences of the negligent act or omission could have reasonably been foreseen; and

(d) The danger to human life was not the result of inattention, mistaken judgment or misadventure, but the natural and probable result of an aggravated reckless or grossly negligent act or omission.

2. Unless a more severe penalty is prescribed by law for the act or omission which brings about the neglect, a person who commits criminal neglect of a patient:

(a) If the neglect results in death, is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years.

(b) If the neglect results in substantial bodily harm, is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 6 years, or by a fine of not more than \$5,000, or by both fine and imprisonment.

(c) If the neglect does not result in death or substantial bodily harm, is guilty of a gross misdemeanor.

3. For the purposes of this section, a patient is not neglected for the sole reason that:

(a) According to his desire, he is being furnished with treatment by spiritual means through prayer alone in accordance with the tenets and practices of a church or religious denomination. Subsection 1 does not authorize or require any medical care or treatment over the implied or express objection of such a patient.

(b) Life-sustaining treatment was withheld or withdrawn in accordance with a valid declaration by the patient or his ~~attorney-in-fact~~ **agent** pursuant to ~~[NRS 449.810.]~~ **section 66 of this act.**

4. Upon the conviction of a person for a violation of the provisions of subsection 1, the Attorney General shall give notice of the conviction to the licensing boards which:

(a) Licensed the facility in which the criminal neglect occurred; and

(b) If applicable, licensed the person so convicted.



1       5. As used in this section:  
2       (a) "Medical facility" has the meaning ascribed to it in  
3       NRS 449.0151.

4       (b) "Patient" means a person who resides or receives health care  
5       in a medical facility.

6       (c) "Professional caretaker" means a person who:

7           (1) Holds a license, registration or permit issued pursuant to  
8           title 54 or chapter 449 of NRS;

9           (2) Is employed by, an agent of or under contract to perform  
10          services for, a medical facility; and

11          (3) Has responsibility to provide care to patients.

12       ➤ The term does not include a person who is not involved in the  
13       day-to-day operation or management of a medical facility unless  
14       that person has actual knowledge of the criminal neglect of a patient  
15       and takes no action to cure such neglect.

16       **Sec. 77.** NRS 449.613 is hereby amended to read as follows:

17       449.613 1. A declaration that designates another person to  
18       make decisions governing the withholding or withdrawal of life-  
19       sustaining treatment may, but need not, be in the following form:

20

21

## DECLARATION

22

23       If I should have an incurable and irreversible condition that, without  
24       the administration of life-sustaining treatment, will, in the opinion of  
25       my attending physician, cause my death within a relatively short  
26       time, and I am no longer able to make decisions regarding my  
27       medical treatment, I appoint ..... or, if he or she is  
28       not reasonably available or is unwilling to serve, .....,  
29       to make decisions on my behalf regarding withholding or  
30       withdrawal of treatment that only prolongs the process of dying and  
31       is not necessary for my comfort or to alleviate pain, pursuant to  
32       NRS 449.535 to 449.690, inclusive. (If the person or persons I have  
33       so appointed are not reasonably available or are unwilling to serve, I  
34       direct my attending physician, pursuant to those sections, to  
35       withhold or withdraw treatment that only prolongs the process of  
36       dying and is not necessary for my comfort or to alleviate pain.)  
37       Strike language in parentheses if you do not desire it.

38

39       If you wish to include this statement in this declaration, you must  
40       INITIAL the statement in the box provided:



\* S B 3 1 4 R 1 \*

1 Withholding or withdrawal of  
2 artificial nutrition and hydration  
3 may result in death by starvation or  
4 dehydration. Initial this box if you  
5 want to receive or continue  
6 receiving artificial nutrition and  
7 hydration by way of the  
8 gastrointestinal tract after all other  
9 treatment is withheld pursuant to  
10 this declaration.

[ ..... ]

11  
12 Signed this ..... day of ....., .....

13  
14 Signature.....

15 Address.....

16  
17 The declarant voluntarily signed this writing in my presence.

18  
19 Witness .....

20 Address .....

21  
22 Witness .....

23 Address .....

24  
25 Name and address of each designee.

26  
27 Name .....

28 Address.....

29  
30 2. The designation of an ~~[attorney-in-fact]~~ *agent* pursuant to  
31 ~~[NRS 111.460 or 449.800 to 449.860, inclusive;]~~ *sections 2 to 75,*  
32 *inclusive, of this act,* or the judicial appointment of a guardian, who  
33 is authorized to make decisions regarding the withholding or  
34 withdrawal of life-sustaining treatment, constitutes for the purpose  
35 of NRS 449.535 to 449.690, inclusive, a declaration designating  
36 another person to act for the declarant pursuant to subsection 1.

37 **Sec. 78.** NRS 449.905 is hereby amended to read as follows:

38 449.905 "Advance directive" means an advance directive for  
39 health care. The term includes:

40 1. A declaration governing the withholding or withdrawal of  
41 life-sustaining treatment as set forth in NRS 449.535 to 449.690,  
42 inclusive;

43 2. A durable power of attorney for health care ~~[decisions]~~ as set  
44 forth in ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73,*  
45 *inclusive, of this act;* and



\* S B 3 1 4 R 1 \*

3. A do-not-resuscitate order as defined in NRS 450B.420.

**Sec. 79.** NRS 449.945 is hereby amended to read as follows:

449.945 1. The provisions of NRS 449.900 to 449.965, inclusive, do not require a provider of health care to inquire whether a patient has an advance directive registered on the Registry or to access the Registry to determine the terms of the advance directive.

2. A provider of health care who relies in good faith on the provisions of an advance directive retrieved from the Registry is immune from criminal and civil liability as set forth in:

(a) NRS 449.630, if the advance directive is a declaration governing the withholding or withdrawal of life-sustaining treatment executed pursuant to NRS 449.535 to 449.690, inclusive, or a durable power of attorney for health care ~~[decisions]~~ executed pursuant to ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73, inclusive, of this act;* or

(b) NRS 450B.540, if the advance directive is a do-not-resuscitate order as defined in NRS 450B.420.

**Sec. 80.** NRS 450B.440 is hereby amended to read as follows:

450B.440 "Health care facility" has the meaning ascribed to it in ~~[NRS 449.800.]~~ *section 61 of this act.*

**Sec. 81.** NRS 450B.520 is hereby amended to read as follows:

450B.520 Except as otherwise provided in NRS 450B.525:

1. A qualified patient may apply to the health authority for a do-not-resuscitate identification by submitting an application on a form provided by the health authority. To obtain a do-not-resuscitate identification, the patient must comply with the requirements prescribed by the board and sign a form which states that he has informed each member of his family within the first degree of consanguinity or affinity, whose whereabouts are known to him, or if no such members are living, his legal guardian, if any, or if he has no such members living and has no legal guardian, his caretaker, if any, of his decision to apply for an identification.

2. An application must include, without limitation:

(a) Certification by the patient's attending physician that the patient suffers from a terminal condition;

(b) Certification by the patient's attending physician that the patient is capable of making an informed decision or, when he was capable of making an informed decision:

(1) He executed:

(I) A written directive that life-resuscitating treatment be withheld under certain circumstances; or

(II) A durable power of attorney for health care ~~[decisions]~~ pursuant to ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73, inclusive, of this act;* or



(2) He was issued a do-not-resuscitate order pursuant to NRS 450B.510;

(c) A statement that the patient does not wish that life-resuscitating treatment be undertaken in the event of a cardiac or respiratory arrest;

(d) The name, signature and telephone number of the patient's attending physician; and

(e) The name and signature of the patient or the ~~attorney-in-fact~~ ~~or~~ agent who is authorized to make health care decisions on the patient's behalf pursuant to a durable power of attorney for health care decisions.

**Sec. 82.** NRS 451.595 is hereby amended to read as follows:

451.595 1. As used in this section:

(a) "Advance health-care directive" means a power of attorney for health care or other record signed by a prospective donor, or executed in the manner set forth in ~~NRS 449.840,~~ *section 66 of this act*, containing the prospective donor's direction concerning a health-care decision for the prospective donor.

(b) "Declaration" means a record signed by a prospective donor, or executed as set forth in NRS 449.600, specifying the circumstances under which life-sustaining treatment may be withheld or withdrawn from the prospective donor.

(c) "Health-care decision" means any decision made regarding the health care of the prospective donor.

2. If a prospective donor has a declaration or advance health-care directive and the terms of the declaration or advance health-care directive and the express or implied terms of the potential anatomical gift are in conflict concerning the administration of measures necessary to ensure the medical suitability of a part for transplantation or therapy:

(a) The attending physician of the prospective donor shall confer with the prospective donor to resolve the conflict or, if the prospective donor is incapable of resolving the conflict, with:

(1) An agent acting under the declaration or advance health-care directive of the prospective donor; or

(2) If an agent is not named in the declaration or advance health-care directive or the agent is not reasonably available, any other person authorized by law, other than by a provision of NRS 451.500 to 451.598, inclusive, to make a health-care decision for the prospective donor.

(b) The conflict must be resolved as expeditiously as practicable.

(c) Information relevant to the resolution of the conflict may be obtained from the appropriate procurement organization and any



\* S B 3 1 4 R 1 \*

1 other person authorized to make an anatomical gift of the  
2 prospective donor's body or part under NRS 451.556.

3 (d) Before the resolution of the conflict, measures necessary to  
4 ensure the medical suitability of the part may not be withheld or  
5 withdrawn from the prospective donor, if withholding or  
6 withdrawing the measures is not medically contraindicated for the  
7 appropriate treatment of the prospective donor at the end of his life.

8 **Sec. 83.** NRS 457.020 is hereby amended to read as follows:

9 457.020 As used in this chapter, unless the context requires  
10 otherwise:

11 1. "Cancer" means all malignant neoplasms, regardless of the  
12 tissue of origin, including malignant lymphoma and leukemia.

13 2. "Health care facility" has the meaning ascribed to it in ~~NRS~~  
14 ~~449.800~~ *section 61 of this act* and also includes freestanding  
15 facilities for plastic reconstructive, oral and maxillofacial surgery.

16 3. "Health Division" means the Health Division of the  
17 Department of Health and Human Services.

18 **Sec. 84.** NRS 631.313 is hereby amended to read as follows:

19 631.313 1. A licensed dentist may assign to a person in his  
20 employ who is a dental hygienist, dental assistant or other person  
21 directly or indirectly involved in the provision of dental care only  
22 such intraoral tasks as may be permitted by a regulation of the  
23 Board or by the provisions of this chapter.

24 2. The performance of these tasks must be:

25 (a) If performed by a dental assistant or a person, other than a  
26 dental hygienist, who is directly or indirectly involved in the  
27 provision of dental care, under the supervision of the licensed  
28 dentist who made the assignment.

29 (b) If performed by a dental hygienist, authorized by the  
30 licensed dentist of the patient for whom the tasks will be performed,  
31 except as otherwise provided in NRS 631.287.

32 3. No such assignment is permitted that requires:

33 (a) The diagnosis, treatment planning, prescribing of drugs or  
34 medicaments, or authorizing the use of restorative, prosthodontic or  
35 orthodontic appliances.

36 (b) Surgery on hard or soft tissues within the oral cavity or any  
37 other intraoral procedure that may contribute to or result in an  
38 irreparable alteration of the oral anatomy.

39 (c) The administration of general anesthesia, conscious sedation  
40 or deep sedation except as otherwise authorized by regulations  
41 adopted by the Board.

42 (d) The performance of a task outside the authorized scope of  
43 practice of the employee who is being assigned the task.



1 4. A dental hygienist may, pursuant to regulations adopted by  
2 the Board, administer local anesthesia or nitrous oxide in a health  
3 care facility, as defined in ~~NRS 449.800~~ *section 61 of this act*, if:

4 (a) He is so authorized by the licensed dentist of the patient to  
5 whom the local anesthesia or nitrous oxide is administered; and

6 (b) The health care facility has licensed medical personnel and  
7 necessary emergency supplies and equipment available when the  
8 local anesthesia or nitrous oxide is administered.

9 **Sec. 85.** NRS 639.0155 is hereby amended to read as follows:

10 639.0155 "Wholesale distribution" means the distribution of  
11 drugs to persons other than consumers or patients, but does not  
12 include:

13 1. Sales within a company.

14 2. The purchase or other acquisition of a drug by a health care  
15 facility or a pharmacy that is a member of a purchasing  
16 organization.

17 3. The sale, purchase or trade of a drug or an offer to sell,  
18 purchase or trade a drug:

19 (a) By a charitable organization, as defined by section 501(c)(3)  
20 of the Internal Revenue Code of 1954, ~~§~~ 26 U.S.C. § 501(c)(3),  
21 ~~§~~ to a nonprofit affiliate of the organization.

22 (b) Between health care facilities or pharmacies that are under  
23 common control.

24 (c) For emergency medical reasons.

25 (d) Pursuant to a prescription.

26 4. A transfer of drugs, in an amount not to exceed 5 percent of  
27 the total annual sales, by a retail pharmacy to another retail  
28 pharmacy to alleviate a temporary shortage.

29 5. The distribution of drug samples by a representative of the  
30 manufacturer or distributor.

31 6. The sale, purchase or exchange of blood or blood  
32 components for transfusions.

33 ➤ As used in this section, "health care facility" has the meaning  
34 ascribed to it in ~~NRS 449.800~~ *section 61 of this act*.

35 **Sec. 86.** NRS 111.450, 111.460, 111.470, 449.800, 449.810,  
36 449.820, 449.830, 449.840, 449.850 and 449.860 are hereby  
37 repealed.

38 **Sec. 87.** Except as otherwise provided in this act:

39 1. This act applies to a power of attorney created before, on or  
40 after October 1, 2009.

41 2. This act applies to a judicial proceeding concerning a power  
42 of attorney commenced on or after October 1, 2009.

43 3. This act applies to a judicial proceeding concerning a power  
44 of attorney commenced before October 1, 2009, unless the court  
45 finds that the application of a provision of this act would





- 1 substantially interfere with the effective conduct of the judicial  
2 proceeding or prejudice the rights of a party, in which case that  
3 provision does not apply and the superseded law applies.  
4 4. An act done before October 1, 2009, is not affected by this  
5 act.

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## LEADLINES OF REPEALED SECTIONS

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**111.450 Power of attorney to convey real property:  
Acknowledgment; recordation and revocation.**

**111.460 Power of attorney for principal with a disability:  
Execution; actions binding; accounting to guardian.**

**111.470 Power of attorney for principal with a disability:  
Power not terminated by death, disability or incompetence of  
principal; affidavit of attorney-in-fact or agent as evidence of  
nonrevocation or nontermination.**

**449.800 Definitions.**

**449.810 Execution of power of attorney to make decisions  
concerning health care; conditions.**

**449.820 Persons not eligible for designation as attorney-in-  
fact.**

**449.830 Power of attorney: Form.**

**449.840 Power of attorney: Acknowledgment; witnesses.**

**449.850 Attorney-in-fact: Prohibited acts; duties.**

**449.860 Designation of attorney-in-fact: Alternate;  
revocation; validity; expiration.**

